

General Terms and Conditions of Expect

These are the general terms and conditions of Expect B.V. (“Expect”), a company registered at the address Albert Einsteinstraat 26, Oud-Beijerland, The Netherlands. Expect is registered at the Dutch Chamber of Commerce with number 62689908. These Terms and Conditions have been translated from the Dutch Terms and Conditions for the convenience of the User. In case the English translation differs from the Dutch text, the latter will prevail

1. Scope

1. These terms and conditions are applicable for all services offered by Expect, for every agreement between Expect and a User (like defined below) of our website expect.online (“Website”) and all legal and actual acts relating to Services to be performed by Expect insofar as these are not subject to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.
2. By using the Website and services of Expect you accept to be binded to these general terms and conditions.
3. “Users” are defined as natural or legel person whom visit the website, login on the website, and/or use information provided by the website, and/or post and share information.
4. Expect will send the general terms and conditions free of charge. The general terms and conditions are also available at expect.online
5. The above definitions are used in single and plural form.

2. Expect

1. Expect offers an online platform for organising (international) transport, Expect acts herein as freight forwarder.
2. As a forwarder is defined; the natural or legal person who performs Services on behalf of the Client and who uses these Conditions; this person is not exclusively understood to be the Freight Forwarder referred to in Book 8 of the Dutch Civil Code;
3. As a client is defined: every natural or legal person who provides the Freight Forwarder with an order to perform Services and concludes to that effect the Agreement, irrespective of the agreed method of payment

3. Intellectual Property Rights

1. Expect hereby grants to you a non-transferable license to use the Service. You may not distribute or make the Service available over a network where it could be used by multiple devices at the same time. You may not rent, lease, lend, sell, redistribute or sublicense the Service. You may not copy (except as expressly permitted by this license), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Service, any updates, or any part thereof (except as and only to the extent any

foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Service). Any attempt to do so is a violation of the rights of the Explect. If you breach this restriction, you may be subject to prosecution and damages. The Terms will govern any upgrades provided by Explect that replace and/or supplement the original Service, unless such upgrade is accompanied by updated terms in which case these terms will govern.

2. Explect does not claim ownership of any Content that you post on or through the Service. Instead, you hereby grant to Explect a non-exclusive, royalty-free, transferable, sub-licensable, worldwide license to use the Content that you post on or through the Service, subject to the privacy policy of Explect.
3. You represent and warrant that: (i) you own the Content posted by you on or through the Service or otherwise have the right to grant the rights and licenses set forth in these Terms; (ii) the posting and use of your Content on or through the Service does not violate, misappropriate or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark and/or other intellectual property rights; (iii) you agree to pay for all royalties, fees, and any other monies owed by reason of Content you post on or through the Service; and (iv) you have the legal right and capacity to enter into these Terms in your jurisdiction.
4. The Service contains content owned or licensed by Explect ("Explect Content"). Explect Content is protected by copyright, trademark, patent, trade secret and other laws, and, as between you and Explect, Explect owns and retains all rights in the Explect Content and the Service. You will not remove, alter or conceal any copyright, trademark or other proprietary rights notices incorporated in or accompanying the Explect Content and you will not reproduce, modify, adapt, prepare derivative works based on, perform, display, publish, distribute, transmit, broadcast, sell, license or otherwise exploit the Explect Content.
5. The Explect name and logo are trademarks of Explect, and may not be copied, imitated or used, in whole or in part, without the prior written permission of Explect. In addition, all page headers, custom graphics, custom button icons and scripts are proprietary rights of Explect, and may not be copied, imitated or used, in whole or in part, without prior written permission from Explect.
6. There may be links from the Service, or from communications you receive from the Service, to third-party (mobile) applications, websites or features. The Service may also include third-party content that we do not control, maintain or endorse. Explect does not control any of these third-party web services or any of their content. You expressly acknowledge and agree that Explect is in no

way responsible or liable for any such third-party services or features. We strongly advise you to read the terms and conditions and privacy policies of any third-party websites or services that you visit.

4. Account

7. You must be at least 16 years old to use the Service.
8. You are responsible for any activity that occurs through your account and you agree you will not sell, transfer, license or assign your account, username, or any account rights. With the exception of people or businesses that are expressly authorized to create accounts on behalf of their employees or clients, Expect prohibits the creation of, and you agree that you will not create, an account for anyone other than yourself.
9. You represent that all information you provide or have provided to Expect upon registration and at all other times will be true, accurate, current and complete and you agree to update your information as necessary to maintain its truth and accuracy.
10. You agree that you will not solicit, collect or use the login credentials of other Expect users.
11. You must not attempt to restrict another user from using or enjoying the Service and you must not encourage or facilitate violations of these Terms or any other Expect terms.
12. You are responsible for keeping your password secret and secure.
13. You must not create accounts with the Service through unauthorized means, including but not limited to, by using an automated device, script, bot, spider, crawler or scraper.
14. You are solely responsible for your conduct and any data, text, files, information, usernames, images, graphics, photos, profiles, works of authorship, applications, links and other content or materials (collectively, "Content") that you submit, post or display on or via the Service.
15. Violation of these Terms may, in sole discretion of Expect, result in termination of your Expect account. You understand and agree that Expect cannot and will not be responsible for the Content posted on the Service and you use the Service at your own risk. If you violate the letter or spirit of these Terms, or otherwise create risk or possible legal exposure for Expect, we can stop providing all or part of the Service to you.

5. Scope

1. These Conditions govern all offers, agreements, legal acts and actual acts relating to Services to be performed by Expect, insofar as these are not subject

to imperative law. These Conditions apply to the legal relationship between the parties, including once the Agreement has ended.

2. Insofar as any provision in these Conditions is void or otherwise unenforceable, this does not affect the validity of the other provisions in these Conditions. Furthermore, considered to be applicable is such a stipulation (legally permissible) that is the closest to the purport of the void or voided stipulation.
3. The Client gives Expect free rein to engage the services of Third Parties to execute the Agreement, and to accept the (general) terms and conditions of those Third Parties at the Client's expense and risk, unless agreed otherwise with the Client. At the Client's request, Expect is obliged to provide (a copy of) the (general) terms and conditions under which it has entered into a contract with those Third Parties.

6. Conclusion of the agreement

1. All offers made by Expect are non-binding offers.
2. All prices quoted shall be based on the prices that apply at the time of the offer (quotation).
3. If between the time of the offer and the time of execution of the Agreement, one or more of the cost factors (including fees, wages, the cost of social measures and/or laws, freight prices and exchange rates, etc.) increase, Expect is entitled to pass on this increase to the Client. Expect must be able to prove the changes.
4. If Expect charges all-in or fixed rates, these rates shall be deemed to include all costs that, in the normal process of handling the order, are for the account of the Expect.
5. Unless provided otherwise, all-in or fixed rates shall not include at any rate: duties, taxes and levies, consular and attestation fees, costs of preparing bank guarantees and insurance premiums.
6. In the event of circumstances that are of such a nature that when concluding the Agreement it was not deemed necessary to take into account the risk that they could occur, that cannot be attributed to the Freight Forwarder and that significantly increase the costs of the Services being performed, Expect is entitled to an additional payment. Where possible, Expect shall consult in advance with the Client. In such a case, the additional payment shall consist of the additional costs that the Expect has had to incur in order to perform the Services, plus an additional payment - deemed fair and equitable - for the services to be performed by Expect.
7. Expenses of an exceptional nature and higher wages arising whenever Third Parties, by virtue of any provision in the relevant agreements between Expect and Third Parties, load or unload goods in the evening, at night, on Saturdays or

on Sundays or public holidays in the country where the Service is being carried out, shall not be included in the agreed prices, unless specifically stated. Any such costs shall therefore be remunerated by the Client to Explect.

8. Other than in cases of intent or deliberate recklessness on the part of the Freight Forwarder, in the event of the loading and/or unloading time being inadequate, all costs resulting therefrom, such as demurrage, waiting times, etc. shall be borne by the Client, even when the Freight Forwarder has accepted the bill of lading and/or the charter party from which the additional costs arise without protestation. The Freight Forwarder must make every effort to avoid these costs.

7. Insurance

1. Insurance of any kind shall only be arranged at the Client's expense and risk following acceptance by Explect of the Client's explicit written order, in which the Client clearly specifies the goods to be insured and the value to be insured, or selection of insurance when booking at explect.online. A mere statement of the value or the interest is not enough.
2. In case Explect has arranged insurance on her own account, she is only liable - upon request- to transfer her claims to the insurer of the Client.
3. Explect will take out the insurance (or arrange for this to be taken out) through an insurer / insurance broker / insurance intermediary. Explect is neither responsible nor liable for the solvency of the insurer / insurance broker / insurance intermediary.
4. When Explect uses equipment, such as derricks, cranes, fork-lift trucks and other machines to perform the Services that do not form part of its usual equipment, Explect shall be entitled to take out insurance at the Client's expense to cover Explect's risks arising from the use of such equipment. Where possible, Explect shall consult in advance with the Client about the use of such equipment. If no timely prior consultation is possible, Explect will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.

8. Implicit Assignment for Customs Work

1. The provision of information to Explect, that is reasonably provided to enable customs formalities to be carried out, shall imply an order, unless otherwise agreed in writing
2. This order is accepted by Explect by means of an explicit written confirmation or by Explect starting to carry out the customs formalities. Explect is never obliged to accept an order to carry out customs formalities.

3. If Explect becomes familiar with information or conditions which would indicate that the Client has not complied with article 9 paragraph 4 of these Conditions (has provided incorrect and/or incomplete information and/or documents) and on the basis of which Explect has not accepted the order to carry out customs formalities, Explect is at all times entitled to end this order and not carry this out (any further), which may or may not be set out in an additional agreement and/or authorisation, without any obligation to pay damages.

9. Execution of the Agreement

1. If the Client has not given any specific instructions about this with its order, the method of delivery and route shall be at Explect's discretion and Explect may at all times accept the documents customarily used by the firms it contracts for the purpose of carrying out its orders.
2. The Client is obliged to deliver the Goods to the Explect or a Third Party in suitable packaging to the agreed location, at the agreed time and in the manner agreed.
3. In respect of the Goods, as well as in respect of the handling thereof, the Client is obliged to supply Explect in good time with any details and documents that it knows or ought to know, are of importance to the Freight Forwarder. If the Goods and/or activities are subject to governmental provisions, including customs and excise regulations and tax rules, the Client must provide all information and documents, in good time, that are required by Explect in order to comply with those provisions.
4. The Client guarantees that the information and documents that it provides are correct and complete and that all instructions and Goods that are made available comply with current legislation. Explect shall not be obliged but shall be entitled to investigate whether the information provided is correct and complete.
5. All operations such as inspecting, sampling, taring, tallying, weighing, measuring, etc. and receiving goods subject to appraisal by a court-appointed expert, shall take place only on the Client's specific instructions and upon remuneration of the costs thereof.
6. Explect shall be entitled, but not obliged, on its own authority and at the Client's expense and risk, to take all such actions as it deems necessary in the Client's interest. Where possible, Explect shall consult in advance with the Client. If this is not possible, the Freight Forwarder shall take the measures that seem to it to be in the best interests of the Client and shall inform the Client of the measures taken and the associated costs, as soon as this is reasonably possible.
7. Explect is not an expert with respect to the Goods. Explect shall therefore in no way be liable for any damage that arises from or that is related to any

notification by the Explect with regard to the state, nature or quality of the Goods; nor shall Explect be under any obligation to ensure that the shipped Goods correspond with the samples.

8. The addition " approximately" provides the Client the option to deliver 2,5 % more or less.

10.Liability

1. All Services shall be at the Client's expense and risk.
2. Without prejudice to the provisions in Article 16, Explect shall not be liable for any damage whatsoever, unless the Client can prove that the damage has been caused by fault or negligence on the part of Explect or the latter's employees.
3. Explect's liability shall in all cases be limited to 10,000 SDR per occurrence or series of occurrences with one and the same cause of damage. Taking into account the aforementioned limit, in the event of damage, loss of value or loss of the Goods in the Agreement, the liability shall be limited to 4 SDR per kilogram of damaged or devalued Goods or lost gross weight.
4. The loss to be indemnified by Explect shall never exceed the invoice value of the Goods, to be proved by the Client, in default whereof the market value, to be proved by the Client, at the time when the damage occurred, shall apply.
5. The Freight Forwarder shall never be liable for lost profit, consequential loss and immaterial damage, however that occurred.
6. If during the execution of the Agreement damage occurs for which the Explect is not liable, taking into account the provisions in Article 19 of these Conditions, Explect shall make efforts to recover the Client's damage from the party that is liable for the damage. Explect shall be entitled to charge to the Client the costs incidental thereto. If so requested, Explect shall waive in the Client's favour its claims against Third Parties whose services it engaged for the purpose of executing the Agreement.
7. The Client shall be liable vis-a-vis Explect for any damage - including but not limited to material and immaterial damage, consequential damage, fines, interest, as well as penalties and confiscation, including damage on account of non-clearance or tardy clearance of customs documents and claims due to product liability and/or intellectual property rights - suffered directly or indirectly by Explect as a result of (amongst other things) the non-compliance by the Client of any obligation pursuant to the Agreement or pursuant to applicable national and/or international legislation, as a result of any incident that is within the control of the Client, as well as a result of the fault or negligence in general of the Client and/or its employees and/or Third Parties

whose services the Client engages and/or Third Parties that work on behalf of the Client.

8. The Client shall indemnify Explect at all times against third-party claims, including employees of both the Explect and the Client, connected with or ensuing from the damage referred to in the previous paragraph.
9. Even where all-in or fixed rates, as the case may be, have been agreed, Explect that is not a carrier but always a party that arranges transportation in accordance with title 2, section 3 of Book 8 of the Dutch Civil Code, shall be liable, whereby the liability is governed by these Conditions.
10. If a claim is made against Explect by the Client outside of the Agreement in respect of the damage that occurs during the execution of the Services, then Explect's liability shall be limited to the liability under the Agreement.
11. If to defend its liability for conduct of a Third Party or employee Explect derives a defence from the Agreement vis-à-vis the Client, then if it is held liable by the Client under this defence, a Third Party or employee can invoke this defence as if the Third Party or employee were also party to the Agreement.
12. In the event a Freight Forwarder is held liable outside of the Agreement with regard to damage to or loss of a Good or delay in delivery by someone who is not party to the Agreement or a transport agreement entered into by or on behalf of the Freight Forwarder, then the Freight Forwarder has no further liability than it would have under the Agreement.

11. Force Majeure

1. Force Majeure is understood as all circumstances that Explect has reasonably been unable to avoid and in respect of which Explect has reasonably been unable to prevent the consequences.
2. In the event of Force Majeure, the Agreement shall remain in force; Explect's obligations shall, however, be suspended for the duration of the Force Majeure.
3. All additional costs caused by Force Majeure, such as transport and storage charges, warehouse or yard rental, demurrage and standing fees, insurance, removal, etc., shall be borne by the Client and shall be paid to Explect at the latter's first request.

12. Time-Delivery

1. The mere statement by the Client of a time for delivery shall not legally bind Explect.
2. Arrival times are not strict deadlines and are not guaranteed by Explect, unless agreed otherwise in writing.

13. Compulsary Rules

1. Indien de zaken niet zonder vertraging ter bestemming worden afgeleverd in de staat, waarin zij ter beschikking zijn gesteld, is Explect, voor zover hij een vervoerovereenkomst die hij met een ander zou sluiten, zelf uitvoerde, verplicht zulks onverwijld aan de opdrachtgever die hem kennis gaf van de schade mede te delen.
2. Doet de Explect de in het eerste lid bedoelde mededeling niet, dan is hij, wanneer hij daardoor niet tijdig als vervoerder is aangesproken, naast vergoeding van de schade die de opdrachtgever overigens dientengevolge leed, een schade- loosstelling verschuldigd gelijk aan de schadevergoeding, die hij zou hebben moeten voldoen, wanneer hij wel tijdig als vervoerder zou zijn aangesproken.
3. Indien de zaken niet zonder vertraging ter bestemming worden afgeleverd in de staat, waarin zij ter beschikking zijn gesteld, is Explect voor zover hij de vervoerovereenkomst, welke hij met een ander zou sluiten, niet zelf uitvoerde, verplicht de opdrachtgever onverwijld te doen weten welke vervoerovereenkomsten hij ter uitvoering van zijn verbintenis aanging. Hij is tevens verplicht de opdrachtgever alle documenten ter beschikking te stellen, waarover hij beschikt of die hij redelijkerwijs kan verschaffen, voor zover deze althans kunnen dienen tot verhaal van opgekomen schade.
4. De opdrachtgever verkrijgt jegens degeen, met wie Explect heeft gehandeld, van het ogenblik af, waarop hij Explect duidelijk kenbaar maakt, dat hij hen wil uitoefenen, de rechten en bevoegdheden, die hem zouden zijn toegekomen, wanneer hijzelf als afzender de overeenkomst zou hebben gesloten. Hij kan ter zake in rechte optreden, wanneer hij overlegt een door Explect - of in geval van diens faillissement door diens curator - af te geven verklaring, dat tussen hem en de Explect ten aanzien van de zaken een overeenkomst tot het doen vervoeren daarvan werd gesloten.
5. Komt Explect een verplichting als in het derde lid bedoeld niet na, dan is hij, naast vergoeding van de schade die de opdrachtgever overigens dientengevolge leed, een schadeloosstelling verschuldigd gelijk aan de schadevergoeding die de opdrachtgever van hem had kunnen verkrijgen, wanneer hij de overeenkomst die hij sloot, zelf had uitgevoerd, verminderd met de schadevergoeding die de opdrachtgever mogelijkerwijs van de vervoerder verkreeg.

14. Payment Conditions

1. The Client shall pay to Explect the agreed remunerations and other costs, freights, duties, etc. ensuing from the Agreement upon commencement of the Services, unless agreed otherwise.

2. The risk of exchange rate fluctuations shall be borne by the Client.
3. The amounts referred to in paragraph 1 shall also be due if damage has occurred during the execution of the Agreement.
4. If, in contravention of paragraph 1 of this article, Expect allows deferred payment, Expect shall be entitled to make a credit limit charge.
5. In the event of termination or dissolution of the Agreement, all claims of Expect – including future claims – shall be due and payable forthwith and in full. All claims shall be due and payable forthwith and in full in any case, if: – the bankruptcy of the Client is announced, the Client applies for suspension of payment or otherwise loses the unrestricted disposition over a significant part of its assets; – The Client offers a settlement to his creditors, is in default of fulfilling any financial obligation owed to Expect, ceases to trade or – where the Client is a legal entity or corporate body – if the legal entity or the corporate body is dissolved.
6. Upon first demand by Expect, the Client must provide security for the amount owed or that shall be owed by the Client to Expect. This obligation remains if the Client also has to provide or has provided security in relation to the amount owed.
7. Expect shall not be obliged, from its own means, to provide security for the payment of freight, duties, levies, taxes and/or other costs should the same be demanded. All the consequences of non-compliance or of failure to comply forthwith with a demand from Expect to provide security shall be borne by the Client. If Expect has provided security from of its own means, it may demand that the Client immediately pays the amount for which security has been provided. Where possible, Expect shall consult in advance with the Client. If no timely prior consultation is possible, Expect will take the measures that seem to it to be in the best interests of the Client and shall inform the Client of that.
8. The Client shall at all times be obliged to indemnify Expect for any amounts to be levied or additionally demanded by any authority in connection with the Agreement, as well as any related fines imposed upon Expect. The Client shall also reimburse the said amounts to the Expect if a Third Party brought in by the Expect demands payment for the said amounts within the framework of the Agreement.
9. The Client shall at all times indemnify Expect for any amounts, as well as for all additional costs that may be claimed or additionally claimed from Expect in connection with the order, as a result of incorrectly levied freight and costs.
10. It shall not be permissible for claims receivable to be set off against payment of remunerations arising from the Agreement on any other account in respect of the Services owed by the Client or of other costs chargeable against the Goods

with claims of the Client or suspension of the aforementioned claims by the Client.

11. Expect shall be entitled to charge to the Client extrajudicial and judicial costs for collection of the claim. The extrajudicial collection costs are owed as from the time at which the Client is in default and these amount to 10% of the claim, with a minimum of € 100.00.

15. Sureties

1. Expect has the right to refuse the delivery of Goods, documents and monies, that Expect has or will obtain, for whatever reason and with whatever destination, in respect of another party.
2. Expect has a right of retention in respect of all Goods, documents and monies that Expect holds or will hold for whatever reason and with whatever destination, for all claims Expect has or might have in future on the Client and/or the owner of the Goods, including in respect of all claims which do not relate to those Goods.
3. Expect has a right of lien in respect of all Goods, documents and monies that the Expect holds or will hold for whatever reason and with whatever destination, for all claims Expect has or might have in future on the Client and/or the owner of the Goods.
4. Expect shall regard anyone who, on behalf of the Client, entrusts Goods to Expect for performing Services, as the Client's agent for creating a lien on those Goods.
5. If when settling the invoice a dispute arises over the amount due or if there is need for a calculation to be made for the determination of what is due that cannot be made quickly, then at the discretion of Expect, the Client or the party that demands delivery at the request of Expect is obliged to pay forthwith the part which the parties agree is due and to furnish security for the part in dispute or for the part for which the amount has not yet been established.
6. Expect can also exercise the rights outlined in this article (right of lien, right of retention and right to refuse delivery) for what is still owed to it by the Client in relation to previous orders and for any amounts payable by way of delivery C.O.D. in respect of the Goods.
7. The sale of any security shall take place at the account of the Client in the manner prescribed by law or – if there is consensus thereon – privately.
8. At Expect's first request, the Client shall furnish security for costs paid or to be paid by Expect to Third Parties or government authorities and other costs that Expect incurs or anticipates incurring, on behalf of the Client, including freight, port costs, duties, taxes, levies and premiums.

9. In the absence of documents, Exlect is not obliged to give indemnities or furnish securities. If the Exlect has given indemnification or furnished security, the Client is obliged to indemnify Exlect from all consequences thereof.

16.Prescription

1. Legal and arbitration proceedings against Third Parties shall not be conducted by Exlect unless it agrees to do so at the Client's request and at the latter's expense and risk.
2. Notwithstanding the provisions in paragraph 5 of this article, every claim is subject to prescription by the expiry of a period of nine months.
3. Every claim vis-à-vis Exlect shall be time-barred by the mere expiry of a period of 18 months.
4. The periods of time stated in paragraphs 1 and 2 commence on the day following the day on which the claim has become due and payable, or the day following the day on which the prejudiced party had the knowledge of the loss. Notwithstanding the foregoing provisions, the aforementioned periods of time for claims with regard to damage, value depreciation or loss of the Goods, commence on the day following the day on which the Goods are delivered by Exlect or should have been delivered
5. In the event that Exlect is held liable by Third Parties, including any public authority, for damages, the periods of time stated in paragraphs 1 and 2 commence as from the first of the following days:
 - a. the day following the day on which the Third Parties have brought action against Exlect;
 - b. the day following the day on which the Exlect has settled the claim brought against it.If Exlect or the Third Party whose services it has engaged objects and/or appeals, the periods of time stated in paragraphs 1 and 2 commence on the day following the day on which a final ruling has been given on the objections and/or appeal.
6. Unless the situation referred to in paragraph 4 of this article occurs, if following the term of prescription a claim is brought against one of the parties for that payable by that party to a Third Party, a new term of prescription of three months commences.
7. We reserve the right, in our sole discretion, to change these Terms ("Updated Terms") from time to time.
8. Unless we make a change for legal or administrative reasons, we will provide reasonable advance notice before the Updated Terms become effective. You agree that we may notify you of the Updated Terms by posting them on the Service, and that your use of the Service after the effective date of the Updated

Terms (or engaging in such other conduct as we may reasonably specify) constitutes your agreement to the Updated Terms. Therefore, you should review these Terms and any Updated Terms before using the Service. The Updated Terms will be effective as of the time of posting, or such later date as may be specified in the Updated Terms, and will apply to your use of the Service from that point forward. These Terms will govern any disputes arising before the effective date of the Updated Terms.

9. All Agreements to which these Conditions apply are governed by Dutch law.
10. The place of payment and settlement of claims shall be Explect's place of business.